

Trial ID number:.....

INDEMNITY CLAUSE.

Name of Company :

The above named Company (the Company) agrees to indemnify Capital & Coast District Health Board (CCDHB) against all claims, damages, liabilities, costs and expenses whatsoever arising out of or in connection with trial by CCDHB of equipment as described below including any associated accessories or consumables supplied by the Company as part of this trial (the Equipment).

This indemnity includes:

- (a) installation and removal of the Equipment by the Company;
- (b) use or operation of the Equipment by CCDHB during this trial, excluding:
 - (i) any operation of the Equipment by CCDHB, its employees or its contractors otherwise than in accordance with operating instructions set out in any operating manual provided by the Company from time to time;
 - (ii) Willful or negligent misuse of the Equipment (or other items which may have an effect on the operation of the Equipment) by CCDHB, its employees or its contractors;
 - (iii) any damage or alteration to the Equipment whatsoever, including that which results in harm to users of the Equipment or patients receiving treatment incorporating the Equipment, caused by a third party on the premises where the Equipment is located, whether or not such third party is lawfully permitted to be on such premises; and
- (c) Any actions by the Company's employees or it's agents during this trial.

The description of equipment for trial.

MANUFACTURER	MODEL AND / OR SERIES NUMBER	NUMBER OF UNITS
1.		
2.		
3.		
4.		

Name of Authorised Company Representative :

Dates of Trial:

Signature of Authorised Company Representative:
(must be hand signed – not typed)

Date: